



100 North Charles Street
Baltimore, Maryland 21201

RECORDATION NO. 8849-L

OCT 7 1988 12 40 PM

CSX Equipment

INTERSTATE COMMERCE COMMISSION

October 4, 1988

Ms. Noreta G. McGee
Secretary
Interstate Commerce Commission
Attention: Recordation Unit
12th Street & Constitution Avenue, N.W.
Washington, DC 20423

8-281A055

13.00

Dear Ms. McGee:

13.00 filing fee

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, are four executed counterparts of a secondary document, not previously recorded, entitled "Release" dated June 15, 1988.

The parties to the enclosed release are:

First Security Bank of Utah, NA (Vendor)
P.O. Box 30007
Salt Lake City, Utah 84130

American Security Bank (Lessor)
635 Massachusetts Avenue, N.W.
Washington, D.C. 20001

CSX Transportation, Inc. (Lessee, Vendee)
Successor by merger to The Louisville
and Nashville Railroad Company ("L&N")
100 North Charles Street
Baltimore, Maryland 21201

The enclosed document, among other things, releases equipment under that certain Reconstruction and Conditional Sale Agreement of Railroad Equipment dated as of March 1, 1977 between L&N and American Security Bank, recorded with the Interstate Commerce Commission on June 8, 1977 and assigned Recordation No. 8849, and that certain Lease of Railroad Equipment dated as of March 1, 1977 between American Security Bank and L&N recorded with the Commission on June 8, 1977 under Recordation No. 8849-A.

The units of equipment covered by the enclosed document are all units identified in said Conditional Sale Agreement and said Lease. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release and Satisfaction and
Bill of Sale dated as of June 15, 1988 covering
all Railroad rolling stock."

Ms. Noreta G. McGee

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October 4, 1988

Enclosed is a check in the amount of \$13.00 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing and an extra copy of this letter of transmittal.

Very truly yours,


Robert F. Hochwarth
Senior Counsel

11/A1 & 2

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RECORDATION NO. 8849-L

OCT 7 1988 12 50 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of June 15, 1988 among First Security Bank of Utah, National Association as Agent ("Vendor"), American Security Bank, N.A. (formerly American Security Bank, RDL, N.A.), as Trustee ("Lessor"), and CSX Transportation, Inc. ("Lessee") (successor by merger to Louisville and Nashville Railroad Company ("L&N")).

WITNESSETH

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of March 1, 1977 ("RCSA") among the Vendor, L&N Investment Corporation, and Lessor, the Vendor agreed to sell to the Lessor its interest in the railroad equipment described in Schedule A thereto ("Equipment");

WHEREAS, by a Lease of Railroad Equipment dated as of March 1, 1977 ("Lease") between the Lessor and the L&N, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the RCSA;

WHEREAS, The Agent and the Trustee have entered into an Assignment of Lease and Agreement dated as of March 1, 1977 (hereinafter called the Assignment);

WHEREAS, the Lessor and the Vendor have entered into an Amendment to Lease of Railroad Equipment dated as of March 1, 1978 (hereinafter called the Amendment);

WHEREAS, the RCSA was filed and recorded with the Interstate Commerce Commission on June 8, 1977 and assigned Recordation No. 8849;

WHEREAS, the Lease and Assignment were filed and recorded with the Interstate Commerce Commission on June 8, 1977 and assigned Recordation No. 0849-A;

WHEREAS, the Assignment was filed and recorded with the Interstate Commerce Commission on June 8, 1977 and assigned Recordation No. 8849-B;

WHEREAS, the Amendment was filed and recorded with the Interstate Commerce Commission on May 5, 1978 and assigned Recordation No. 8849-J;

WHEREAS, the Lessee wishes to acquire the Equipment presently covered by the RCSA and the Lease; and

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the RCSA, the Lease, the Assignment, and the Amendment.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the RCSA, the Lease, the Assignment, and the Amendment.

The Vendor does hereby release its security interests in the Equipment and transfers to the Lessor its security title and property in and to the Equipment, free of all claims, rights, liens, security interest and other encumbrances created by, or retained under, the RCSA, the Lease, the Assignment, and the Amendment.

The Lessor does hereby release its security interests in the Equipment and transfers to the Lessee its security title and property in and to the Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the RCSA, the Lease, the Assignment, and the Amendment.

The Lessor does hereby sell and transfer to the Lessee all of its rights, title and interest in and to the equipment listed and described in the RCSA, the Lease, the Assignment, and the Amendment (the "Equipment"), to have and to hold the same unto CSX Transportation, Inc. ("Purchaser"), its successors and assigns forever.

Warranties:

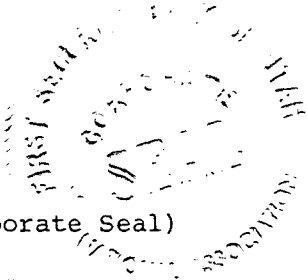
- (1) The Lessor represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under Seller.
- (2) The Lessor represents and warrants that it has not executed any Bill of Sale or other instrument which by its express terms purported to transfer title to the Equipment to any other person.

THE LESSOR IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN PARAGRAPHS (1) AND (2) ABOVE. THE LESSOR SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

The Lessee will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.



(Corporate Seal)

ATTEST:

Val F. Ostr
Corporate Trust Officer

First Security Bank of Utah,
National Association

as Agent

By

[Signature]
CORPORATE TRUST COUNSEL

American Security Bank, N.A.

as Trustee

(Corporate Seal)

ATTEST:

[Signature]
Corporate Trust Officer

By

[Signature]
Corporate Trust Officer

CSX Transportation, Inc.

as Lessee

(Corporate Seal)

ATTEST:

D. J. Hochman
Assistant Secretary

By

[Signature]
AVP & TREASURER - EQUIPMENT UNIT

STATE OF UTAH)
) SS:
COUNTY of Salt Lake)

On this 29 day of Sept, 1988, before me personally appeared Greg Hawley, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Edith W. Ogilvie
Notary Public

My Commission expires 10-26-89

(NOTARIAL SEAL)

STATE OF Maryland)
City Baltimore) SS:
COUNTY OF Baltimore)

On this 3rd day of August, 1988, before me personally appeared Alison B. Williams to me personally known, who being by me duly sworn, says that he is an Authorized Officer of American Security Bank, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Susan L. Brown
Notary Public

My Commission expires July 1, 1990

(NOTARIAL SEAL)

STATE OF MARYLAND)
City) SS:
COUNTY OF BALTIMORE)

On this 28th day of June, 1988, before me personally appeared Alvin J. Orsini, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

H. Marlene Winchell
Notary Public

My Commission expires

H. MARLENE WINCHELL
BALTO. CO., MD.

My Commission Expires July 1, 1990

(NOTARIAL SEAL)

SCHEDULE A

40' 50-Ton Boxcars

Unit Number

LN 13101
LN 13118
LN 13128
LN 13163
LN 110734
LN 110854
LN 110882
LN 111684
LN 111787
LN 111800
LN 111811
LN 111816
LN 111818
LN 111819
LN 112215
LN 112233
LN 112245
LN 112249
LN 112258
LN 112968
LN 113053
LN 113903
LN 114026
LN 114029

50-Ton Boxcars

Unit Number

LN 110694
LN 110792
LN 110795
LN 111536
LN 111538
LN 111540
LN 111596
LN 111626
LN 111637
LN 111661
LN 111666
LN 111805
LN 111807
LN 111820
LN 111824
LN 111825
LN 111827
LN 111829
LN 13100
LN 13105
LN 13106
LN 13107
LN 13110
LN 13111
LN 13112
LN 13114
LN 13122
LN 13124
LN 13141
LN 13191
LN 96808
LN 96812
LN 96817
LN 96824
LN 96828
LN 96832

70-ton Boxcars

Unit Number

LN 112214
LN 112222
LN 112261
LN 112957
LN 112976
LN 112978
LN 112979
LN 112983
LN 112986
LN 112989
LN 112991
LN 113048
LN 113055

100-ton Boxcars

Unit Number

LN 112901
LN 114019
LN 114027
LN 114030
LN 114033